

# Exhibit C

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14 || Attorneys for Defendant:  
QUICKEN LOANS INC.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

AMANDA HILL; and GAYLE HYDE,  
Individually and On Behalf of All  
Others Similarly Situated.

### **Plaintiffs.**

V

QUICKEN LOANS INC.,  
Defendant

**Case No. 5:19-cv-00163-FMO-SP**

**QUICKEN LOANS INC.'S  
AMENDED RESPONSES TO  
PLAINTIFF GAYLE HYDE'S  
INTERROGATORIES (SET ONE)**

1 PROPOUNDING PARTY: Plaintiff GAYLE HYDE

2 RESPONDING PARTY: Defendant QUICKEN LOANS INC.

3 SET: ONE

4 Pursuant to Federal Rules of Civil Procedure 26 and 33, Quicken Loans Inc.  
5 (“Quicken Loans”) hereby provides its amended objections and responses  
6 (“Responses”) to Plaintiff Gayle Hyde’s (“Plaintiff” or “Hyde”) Interrogatories to  
7 Defendant Quicken Loans (“Interrogatories”), dated May 1, 2019. Quicken Loans  
8 provides these amended responses pursuant to the Court’s October 17, 2019 order  
9 permitting the parties to engage in “limited jurisdictional discovery.” Dkt. 54.

10 **GENERAL OBJECTIONS**

11 1. Quicken Loans objects to each and every Interrogatory to the extent it  
12 seeks to impose obligations and demands upon Quicken Loans beyond those  
13 required by Federal Rules of Civil Procedure 26 and 33, and the applicable Local  
14 Civil Rules of the United States District Court for the Central District of California  
15 (“Local Rules”).

16 2. Quicken Loans objects to each and every Interrogatory to the extent it  
17 seeks information protected from discovery by the attorney-client privilege, the  
18 work product doctrine, the joint defense privilege, or any other privileges or reasons  
19 for non-production. Plaintiff’s discovery will not be construed to seek such  
20 information. Inadvertent disclosure of privileged information is not intended to be,  
21 and may not be construed as, a waiver of any applicable privilege or similar basis  
22 for non-disclosure.

23 3. Quicken Loans objects to each and every Interrogatory to the extent  
24 that it calls for documents or information constituting trade secrets or proprietary or  
25 confidential business information. Quicken Loans will produce such documents and  
26 information subject to Plaintiff’s agreement to maintain confidentiality over these  
27 materials while the Parties work to submit a mutually agreeable protective order for  
28 entry by the Court.

1       4. Quicken Loans objects to each and every Interrogatory to the extent  
2 that it calls for documents or information constituting private or confidential  
3 information of any individual other than Hyde.

4       5. Quicken Loans objects to each and every Interrogatory to the extent it  
5 seeks information relating to the merits of Plaintiff Hyde's claims in violation of the  
6 Court's order permitting the parties to engage in "limited jurisdictional discovery"  
7 only. Dkt. 54.

8       6. Quicken Loans objects to each and every Interrogatory to the extent it  
9 is not limited by any time period relevant to the lawsuit. Quicken Loans will  
10 construe each Interrogatory as limited to the time period from January 28, 2015 to  
11 January 28, 2019 (the "Relevant Time Period").

12                   **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

13       1. These Objections to Instructions are collected in one place in this  
14 response for convenience only, so that objections to Plaintiff's instructions and other  
15 general statements are not presented repeatedly. These Objections to Instructions  
16 should be interpreted as appearing in response to each Interrogatory. Quicken  
17 Loans hereby reserves the right to raise and rely upon such other and further  
18 objections to Plaintiff's Instructions as may become apparent during this course of  
19 this action, discovery, and/or responding to discovery.

20       2. Quicken Loans objects to Hyde's definition of the terms "You" and  
21 "Your," as overly broad, unduly burdensome and neither relevant nor proportional  
22 to the needs of the case because they purport to include all "officers, directors,  
23 managers, employees, agents, and independent contractors." Quicken Loans will  
24 respond only on behalf of Quicken Loans.

25       3. Subject to all Objections contained herein, Quicken Loans states that its  
26 factual and legal investigation of this matter is ongoing. Quicken Loans reserves the  
27 right to supplement and/or amend these Responses when and if it becomes  
28 necessary.

1           **SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES**

2           **INTERROGATORY NO. 1:**

3           State when Quicken Loans, Inc. obtained telephone number (612) 836-8955.

4           **RESPONSE TO INTERROGATORY NO. 1:**

5           Quicken Loans objects to this Interrogatory as improper, irrelevant, and  
6           disproportional to the needs of the case because (1) it seeks information that is not  
7           relevant to whether this Court has personal jurisdiction over Hyde's claims; (2) it  
8           seeks information that is known or equally knowable to Hyde as to Quicken Loans;  
9           and (3) it seeks information without any time limitation.

10          Subject to the above objections and its General Objections, and based upon its  
11         reasonable investigation to date and its understanding of the information sought by  
12         this Interrogatory, Quicken Loans states that it obtained the telephone number (612)  
13         836-8955 on September 17, 2015 after (a) Hyde (or someone acting or purporting to  
14         act on her behalf) made a request through LendingTree, LLC ("Lending Tree")—  
15         one of Quicken Loans' business partners—to receive mortgage refinance  
16         information from Quicken Loans (and others) and provided the -8955 telephone  
17         number (along with her consent to receive calls from Quicken Loans at that number,  
18         as well as other information about herself) as part of that request, and (b) Lending  
19         Tree passed the -8955 telephone number and Hyde's other information to Quicken  
20         Loans.

21          Thereafter, on September 18, 2015, Hyde placed an inbound telephone call to  
22         Quicken Loans to request information concerning a mortgage loan refinance. Hyde  
23         explained that she was returning a voicemail left by a Quicken Loans team member  
24         in response to her earlier Lending Tree submission. During that inbound telephone  
25         call, the Quicken Loans team member requested a "contact number" where Hyde  
26         could be reached. In response, Hyde provided the Quicken Loans team member  
27         with the -8955 telephone number.

28

1       Next, on September 23, 2018, Hyde (or someone acting or purporting to act  
2 on her behalf) again made a request through Lending Tree to receive mortgage  
3 information from Quicken Loans (and others) and again provided the -8955  
4 telephone number (along with her consent to receive calls from Quicken Loans at  
5 that number, as well as other information about herself) as part of that request.  
6 After receiving the request, Lending Tree again passed the -8955 telephone number  
7 and Hyde's other information to Quicken Loans.

8       Quicken Loans has not identified through its reasonable investigation to date  
9 any other instances between January 28, 2015 and January 28, 2019 when it  
10 obtained the -8955 telephone number. Quicken Loans' investigation of this matter  
11 and discovery of Hyde's and third parties is ongoing. Quicken Loans continues to  
12 reserve all rights to supplement or amend this Interrogatory at a later time for any  
13 reason.

14 **INTERROGATORY NO. 2:**

15       State from whom Quicken Loans, Inc. obtained telephone number (612) 836-  
16 8955.

17 **RESPONSE TO INTERROGATORY NO. 2:**

18       Quicken Loans objects to this Interrogatory as improper, premature,  
19 irrelevant, and disproportional to the needs of the case because (1) it seeks  
20 information that is known or equally knowable to Hyde as to Quicken Loans; and  
21 (2) it seeks information without any time limitation.

22       Subject to the above objections and its General Objections, and based upon its  
23 reasonable investigation to date and its understanding of the information sought by  
24 this Interrogatory, Quicken Loans identifies Hyde (or someone acting or purporting  
25 to act on her behalf) and Lending Tree as the sources from which it obtained the -  
26 8955 telephone number between January 28, 2015 and January 28, 2019. Further  
27 answering, Quicken Loans refers Hyde to and incorporates herein by reference, as if  
28 fully set forth, its response to Interrogatory No. 1.

1 Quicken Loans further states that its investigation of this matter and discovery  
2 of Hyde and third parties is ongoing. Quicken Loans continues to reserve all rights  
3 to supplement or amend this Interrogatory at a later time for any reason.

4 **INTERROGATORY NO. 3:**

5 Describe in detail the means by which Quicken Loans, Inc. obtained  
6 telephone number (612) 836-8955.

7 **RESPONSE TO INTERROGATORY NO. 3:**

8 Quicken Loans objects to this Interrogatory as improper, premature,  
9 irrelevant, and disproportional to the needs of the case because (1) it seeks  
10 information that is known or equally knowable to Hyde as to Quicken Loans; and  
11 (2) it seeks information concerning telephone number (612) 836-8955 without any  
12 time limitation.

13 Subject to the above objections and its General Objections, and based upon its  
14 reasonable investigation to date and its understanding of the information sought by  
15 this Interrogatory, Quicken Loans refers Hyde to and incorporates herein by  
16 reference, as if fully set forth, its response to Interrogatory No. 1.

17 Quicken Loans further states that its investigation of this matter and discovery  
18 of Hyde and third parties is ongoing. Quicken Loans continues to reserve all rights  
19 to supplement or amend this Interrogatory at a later time for any reason.

20 **INTERROGATORY NO. 4:**

21 Identify any lead obtained by Quicken Loans, Inc. concerning Plaintiff Gayle  
22 Hyde.

23 **RESPONSE TO INTERROGATORY NO. 4:**

24 Quicken Loans objects to this Interrogatory as improper, premature, overly  
25 broad, unduly burdensome, irrelevant, and disproportional to the needs of the case  
26 because (1) it seeks information that is not relevant to whether this Court has  
27 jurisdiction over Hyde's claims; (2) it seeks information that is known or equally  
28 knowable to Hyde as to Quicken Loans; (3) it seeks information that is not limited

1 to information relevant to Hyde's claims, the phone number at issue, or Quicken  
2 Loans' defenses; (4) the undefined term "lead" is vague and ambiguous; and (5) it  
3 seeks information regarding "any lead" concerning Hyde without any time  
4 limitation.

5 Subject to the above objections and its General Objections, and based upon its  
6 reasonable investigation to date and its understanding of the information sought by  
7 this Interrogatory, Quicken Loans refers Plaintiff to and incorporates herein by  
8 reference, as if fully set forth, its response to Interrogatory No. 1. Further  
9 responding, Quicken Loans states that, pursuant to Rule 33(d), it is producing  
10 documents containing additional information responsive to this Interrogatory. The  
11 burden of deriving such responsive information is the same for Plaintiff as for  
12 Quicken Loans. Quicken Loans will produce such records with the understanding  
13 that Plaintiff has agreed to maintain them as confidential while the Parties work to  
14 submit a mutually agreeable protective order for entry by the Court.

15 Quicken Loans further states that its investigation of this matter and discovery  
16 of Plaintiff and third parties is ongoing. Quicken Loans continues to reserve all  
17 rights to supplement or amend this Interrogatory at a later time for any reason.

18 **INTERROGATORY NO. 5:**

19 Describe in detail the involvement of Intuit, Inc., if any, in the sending or  
20 transmission of any text messages to telephone number (612) 836-8955 between  
21 January 28, 2015 and January 28, 2019.

22 **RESPONSE TO INTERROGATORY NO. 5:**

23 Quicken Loans objects to this Interrogatory as improper, premature,  
24 irrelevant, and disproportional to the needs of the case because (1) it rests on an  
25 inaccurate factual predicate made without any basis that Intuit, Inc. was involved in  
26 sending text messages at issue in this lawsuit or has a corporate affiliation with  
27 Quicken Loans; and (2) it seeks information related to a third party unrelated to the  
28 present action.

1       Subject to the above objections and its General Objections, and based upon its  
2 reasonable investigation to date and its understanding of the information sought by  
3 this Interrogatory, Quicken Loans states that Intuit, Inc. had no involvement in the  
4 transmission of any text messages to the -8955 telephone number. Further  
5 answering, Quicken Loans states that it has no corporate affiliation with Intuit, Inc.

6       Quicken Loans' investigation of this matter and discovery of Hyde and third  
7 parties is ongoing. Quicken Loans continues to reserve all rights to supplement or  
8 amend this Interrogatory at a later time for any reason.

9 **INTERROGATORY NO. 6:**

10       State whether Quicken Loans, Inc. or its agent/s sent, from within the State of  
11 California, one or more text messages to Plaintiff Gayle Hyde between January 28,  
12 2015 and January 28, 2019.

13 **RESPONSE TO INTERROGATORY NO. 6:**

14       Quicken Loans objects to this Interrogatory as improper, premature,  
15 irrelevant, and disproportional to the needs of the case because (1) it seeks  
16 information that is not relevant to whether this Court has jurisdiction over Hyde's  
17 claims; and (2) it is not limited to the -8955 number or the text messages challenged  
18 by Hyde in the FAC, and so it is not relevant to her individual claims.

19       Subject to the above objections and its General Objections, and based upon its  
20 reasonable investigation to date and its understanding of the information sought by  
21 this Interrogatory, Quicken Loans states that it did not send any text messages to the  
22 -8955 telephone number between January 28, 2015 and January 28, 2019 "from  
23 within the State of California." Quicken Loans' team members (employees) sent the  
24 challenged text messages to the -8955 telephone number from the Company's  
25 offices in Detroit, Michigan.

26       Quicken Loans' investigation of this matter and discovery of Hyde and third  
27 parties is ongoing. Quicken Loans continues to reserve all rights to supplement or  
28 amend this Interrogatory at a later time for any reason.

**INTERROGATORY NO. 7:**

Identify the specific location/s (e.g., the address of a call center) from which Quicken Loans, Inc. or its agent/s contacted telephone number (612) 836-8955 between January 28, 2015 and January 28, 2019.

**RESPONSE TO INTERROGATORY NO. 7:**

Quicken Loans objects to this Interrogatory as improper, premature, irrelevant, and disproportional to the needs of the case because (1) it seeks information that is not relevant to whether this Court has jurisdiction over Hyde's claims; and (2) it is not limited to the text messages challenged by Hyde in the FAC, and so it is not relevant to her individual claims.

Subject to the above objections and its General Objections and based upon its reasonable investigation to date and its understanding of the information sought by this Interrogatory, Quicken Loans identifies the Company's offices in Detroit, Michigan as the location from which the challenged text messages to the -8955 number were made. The Company's main office in Detroit is located at 1050 Woodward Ave., Detroit, Michigan 48226, and it also maintains other offices in Detroit proximate to that location.

Quicken Loans' investigation of this matter and discovery of Plaintiff and third parties is ongoing. Quicken Loans continues to reserve all rights to supplement or amend this Interrogatory at a later time for any reason.

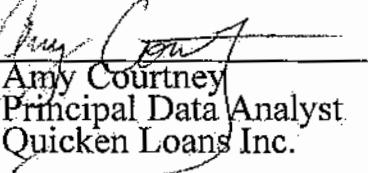
Dated: November 15, 2019

By: /s/ W. Kyle Tayman  
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**Attorneys for Defendant:  
QUICKEN LOANS INC.**

1 I have read the answers to Interrogatories 1 through 5 in QUICKEN LOANS INC.'S  
2 AMENDED RESPONSES TO PLAINTIFF GAYLE HYDE'S  
3 INTERROGATORIES (SET ONE). I am informed and believed, based on my  
4 personal knowledge and/or information provided to me by others working under my  
5 direction and supervision, that the factual matters stated in those Responses are true  
6 and correct to the best of my current knowledge.

7 Dated: November 15, 2019

8 By:   
9 Amy Courtney  
Principal Data Analyst  
Quicken Loans Inc.

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1 I have read the answers to Interrogatories 6 and 7 in QUICKEN LOANS INC.'S  
2 AMENDED RESPONSES TO PLAINTIFF GAYLE HYDE'S  
3 INTERROGATORIES (SET ONE). I am informed and believed, based on my  
4 personal knowledge and/or information provided to me by others working under my  
5 direction and supervision, that the factual matters stated in those Responses are true  
6 and correct to the best of my current knowledge.

7 Dated: November 14, 2019

8 By:   
9 Jason Henige  
Application Analyst  
Quicken Loans Inc.

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## **PROOF OF SERVICE**

I am employed in the County of New York, State of New York. I am over the age of 18 and not a party to the within action. My business address is: 620 Eighth Avenue, New York, NY 10018.

**On November 15, 2019, I served the following documents as follows:**

## **QUICKEN LOAN INC.'S AMENDED RESPONSES TO PLAINTIFF GAYLE HYDE'S INTERROGATORIES (SET ONE)**

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***PRO HAC VICE NOT YET FILED***  
***Courtesy Copy Only***

- (FACSIMILE). Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.
  - (OVERNIGHT DELIVERY). I deposited in a box or other facility regularly maintained by FedEx, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated above, with fees for overnight delivery paid or provided for.

- 1       (MAIL). I placed the envelope for collection and mailing, following our  
2      ordinary business practices. I am readily familiar with this firm's practice  
3      for collecting and processing correspondence for mailing. On the same day  
4      that correspondence is placed for collection and mailing, it is deposited in  
5      the ordinary course of business with the United States Postal Service, in a  
6      sealed envelope with postage fully prepaid. I am a resident or employed in  
7      the county where the mailing occurred. The envelope or package was  
8      placed in the mail at San Francisco, California.  
9       (E-MAIL or ELECTRONIC TRANSMISSION). Based on a court order or  
10     an agreement of the parties to accept service by e-mail or electronic  
11     transmission, I caused the documents to be sent to the persons at the e-mail  
12     addresses listed. I did not receive, within a reasonable time after the  
13     transmission, any electronic message or other indication that the  
14     transmission was unsuccessful.

9      I declare under penalty of perjury that I am employed in the office of a  
10     member of the bar of this Court at whose direction this service was made and that  
11     the foregoing is true and correct.

12     Executed on **November 15, 2019**, at New York, NY.

13     Patrice E. Hendriksen  
14     (Type or print name)

  
(Signature)

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